

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

CHRISTINE HOLUB,

Plaintiff,

-against-

**BJ'S WHOLESALE CLUB HOLDINGS, INC. and
BJ'S WHOLESALE CLUB, INC.**

Defendants.

To the above named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Defendants' addresses:

BJ'S WHOLESALE CLUB HOLDINGS, INC.:

*c/o CT Corporation System
111 Eighth Ave.
New York, NY 10011*

BJ'S WHOLESALE CLUB, INC.:

*c/o CT Corporation System
111 Eighth Ave.
New York, NY 10011*

SIBEN & SIBEN, LLP
*Attorneys for Plaintiff
Office and Post Office Address
90 East Main Street
Bay Shore, New York 11706
(631) 665-3400
File No.: 9/1/21 A*

SEND TO YOUR INSURANCE COMPANY PROMPTLY

AGF/tv

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X

CHRISTINE HOLUB,

Plaintiff,

COMPLAINT

-against-

Index No.

BJ'S WHOLESALE CLUB HOLDINGS, INC. and
BJ'S WHOLESALE CLUB, INC.

Defendants.

-----X

Plaintiff, complaining of the defendant by his attorneys, SIBEN & SIBEN, LLP, respectfully alleges, upon information and belief:

FIRST: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., was a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

SECOND: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., was a foreign corporation authorized to do business in the State of New York.

THIRD: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., was a partnership or other unincorporated entity authorized to do business in the State of New York.

FOURTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., was the owner and/or one of the owners of premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FIFTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, HOLDINGS, INC., its agents, servants and/or employees operated premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SIXTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, HOLDINGS, INC., its agents, servants and/or employees managed premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SEVENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees controlled premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

EIGHTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees maintained premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

NINTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS INC., was the owner and/or one of the owners of the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS INC., its agents, servants and/or employees operated the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

ELEVENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees managed the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWELFTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees controlled the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees maintained the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FOURTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., was the owner and/or one of the owners of a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FIFTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees operated a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SIXTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees managed a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SEVENTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees controlled a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

EIGHTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., its agents, servants and/or employees maintained a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

NINETEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB HOLDINGS, INC., invited members of the general public to the aforesaid premises for business purposes.

TWENTIETH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

TWENTY-FIRST: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a foreign corporation authorized to do business in the State of New York.

TWENTY-SECOND: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a partnership or other unincorporated entity authorized to do business in the State of New York.

TWENTY-THIRD: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-FOURTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-FIFTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-SIXTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-SEVENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-EIGHTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-NINTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTIETH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FIRST: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SECOND: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-THIRD: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FOURTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FIFTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SIXTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SEVENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained a certain warehouse club located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-EIGHTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., invited members of the general public to the aforesaid premises for business purposes.

THIRTY-NINTH: That, on the 1st day of September, 2021, while the plaintiff was lawfully at the aforesaid location, she was caused to be propelled to the ground and become seriously injured due to the carelessness, recklessness, and negligence of the defendants, its agents, servants, and/or employees.

FORTIETH: That the defendants, their agents, servants, and/or employees were careless, reckless, and negligent in the ownership, operation, maintenance, management, supervision, and control of the aforesaid premises, building, and warehouse club; in carelessly, recklessly, and negligently causing, allowing and/or permitting the plaintiff to be propelled to the floor and become injured; in failing to provide plaintiff with a safe place to walk; in carelessly, recklessly, and negligently causing, allowing, and/or permitting the floor thereat to be slick and slippery, creating a hazard and a trap; in carelessly, recklessly, and negligently causing, allowing, and/or permitting foreign substances to be and remain on the floor thereat; in failing to maintain the aforesaid supermarket in a safe and proper manner; in failing to expeditiously mop up spills; in failing to make timely inspections of the aforesaid area which would have disclosed the dangerous and defective condition existing thereat; in failing to foresee this incident; in failing to post signs, notices and/or other warnings of the dangerous and defective condition existing thereat; in failing to erect barricades, fences, ropes, cones or other safety devices for the proper protection of plaintiff and others; that defendants knew, or by reasonable inspection thereof, should have known of the dangerous and defective condition existing thereat and failed to repair and/or remedy the same; in carelessly, recklessly and negligently causing, allowing and/or permitting the aforesaid condition to be and remain for a long and unreasonable length of time under the circumstances then and there existing; in failing in their non-delegable duties to the plaintiff herein; and, in other ways, acted in a careless, reckless and negligent manner.

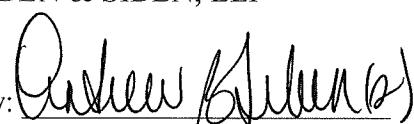
FORTY-FIRST: That, at all times hereinafter mentioned, defendant had actual, constructive and/or written notice of the aforesaid dangerous and defective condition.

FORTY-SECOND: That by reason of the premises, the plaintiff was rendered sick, sore maimed and disabled; and she was injured, bruised and wounded about her head, body and limbs; and upon information and belief, some of her injuries are of a permanent nature and character; and she has suffered and continues to suffer physical pain and mental anguish; and she has been incapacitated, all to his damage in a sum in excess of the monetary limits of any lower courts.

FORTY-THIRD: That this action falls within one or more of the exceptions set forth in C.P.L.R. 1602.

WHEREFORE, plaintiff, CHRISTINE HOLUB, demands judgment against the defendant in a sum in excess of the monetary limits of any lower courts, together with the costs and disbursements of this action.

SIBEN & SIBEN, LLP

By: 
STEPHEN G. SIBEN ()
ANDREW B. SIBEN X
JACQUELINE SIBEN ()
MARK A. RUDNER ()

Attorneys for Plaintiff
CHRISTINE HOLUB
Office & P.O. Address
90 East Main Street
Bay Shore, New York 11706
(631) 665-3400
File No.: 9/1/21 A